

REQUEST FOR PROPOSALS

This Request for Proposal (RFP) is to solicit proposals from qualified firms or individuals to establish a contract with the City of Takoma Park for stormwater system cleaning and video inspection in accordance with the accompanying Specifications, General Conditions and Notices contained herein.

Specifications for: Stormwater System Cleaning & Video Inspection - Takoma Park

Bid Opening Time and Location: Bids must be received by 4 pm Friday, February 10, 2012,
Takoma Park Public Works Department
31 Oswego Avenue
Silver Spring, MD. 20910

Pre-Bid Conference/Site Visit: Wednesday, January 25, 2012, at 2:00 p.m.

Project Start/Completion Dates: Successful bidder must be prepared to commence work by April 1, 2012.

Contact Person: Ali Khalilian, P.E. 301-891-7620

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- NOTES:
1. THIS COVER SHEET IS AN INTEGRAL PART OF THE BIDDING DOCUMENTS.
 2. IF YOUR COMPANY WISHES TO BE RETAINED ON THE BID LIST FOR THE ABOVE CATEGORY OF COMMODITIES OR SERVICES, PLEASE RETURN EITHER A BID OR A "NO BID" RESPONSE TO THIS INVITATION.

INFORMATION TO BIDDERS

1. **Purpose:** The City of Takoma Park invites qualified businesses to submit a bid to provide Storm System Cleaning and Video inspection in the City of Takoma Park.
2. **Amendment or Cancellation of Request for Proposal (RFP):** If it becomes necessary to amend this RFP, notice of the amendment will be given to all prospective offerors who attended the pre-bid conference via email and will also be posted on the City's web page. EACH OFFEROR MUST ACKNOWLEDGE RECEIPT OF ALL AMENDMENTS. The RFP may be canceled as provided in City procurement regulations.
3. **Submission:** An offeror must submit one (1) original and two (2) copies of its proposal to the City of Takoma Park, Public Works Department, 31 Oswego Avenue, Silver Spring, MD 20910, no later than 4:00 p.m. on Friday, February 10, 2012. Requests for extensions of the date and time will not be granted and no late proposal or late request for modifications will be considered.
4. **Confidentiality:** Bids will be available for public inspection after the award announcement, except as to the extent that an offeror designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the non-confidential portion of the proposal. An offeror's designation of material as confidential will not necessarily be conclusive, and the offeror may be required to provide justification why such material should not be disclosed, on request, under the Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628 of the Annotated Code of Maryland.
5. **Proposal Expenses:** The City is not responsible for expenses incurred by offerors in preparing and submitting their proposals.
6. **Rejection of Proposals:** The City may reject any or all proposals, in all or in part.
7. **Duration of Rates:** The rates quoted by the offeror are irrevocable for a period of 90 days from the proposal due date.
8. **Proposal Form:** Proposals must be on the appropriate form, shall be filled out completely, stating price for each item, and shall be signed by the Bidder, giving his full name and business address. Each proposal shall be enclosed in an opaque envelope and marked appropriately
9. **Affidavits:** An offeror must complete and submit the following documents with the proposal:
 - a. Proposal and Bid Form
 - b. Qualification/Certification
 - c. COG Rider Clause
 - d. Certification of Non-Nuclear Involvement
 - e. Living Wage Requirement Certification
 - f. Reference Form
 - g. No Bid Form, if applicable

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10. Acceptance of Terms and Conditions: By submitting a bid, an offeror accepts the terms and conditions set forth in this RFP.
11. Procurement Law and Regulations: This RFP and any contract entered into as a result of this RFP are governed by Chapter 9A of the City Code and by City procurement regulations.

INSTRUCTIONS FOR MAILING/DELIVERING BIDS

Bids must be delivered in sealed, opaque envelopes, and labeled clearly as follows:

STORM SYSTEM CLEANING & VIDEO INSPECTION

From:

BID ENVELOPE

TO BE DELIVERED TO:

City of Takoma Park
Public Works Department
31 Oswego Avenue
Silver Spring, MD 20910

BID NO: 3900-01

OPENING DATE: February 10, 2012

OPENING TIME: 4:00 p.m.

Vendor name and address must appear in the upper left hand corner of the bid envelope. The specific bid number, opening date, and time must appear in the lower left hand corner of the bid envelope.

THE CITY OF TAKOMA PARK, MARYLAND RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS WITHOUT EXPLANATION.

SPECIAL PROVISIONS

1. **SAFETY MEASURES**

The contractor shall take all necessary precautions for the safety of employees on the job and shall erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the workmen and public. If at any time the City Engineer sees that proper safety measures are not being employed, work will stop and may only resume at such time as the condition is remedied.

2. **PERFORMANCE**

All work performed shall be of high quality in accordance with good practices, procedures and industry standards. The contractor must conform to all Federal, State and Local laws and governmental regulations. The quality of the recorded images and sounds, completion of reports with regard to description of deviations or findings shall be on par with industry technology standard. Work rejected for quality reasons shall be redone at contractor's cost.

3. **HAULING RESTRICTIONS**

It shall be the contractor's responsibility to comply with all legal road restrictions.

4. **BARRICADES, DANGER AND WARNING SIGNS**

The contractor shall provide and erect all necessary barricades, arrow boards, lights and warning signs. On streets and roads where there is on-street parking, the contractor shall post notices 48 hours in advance if the parking lane will be used by the contractor and parking will be prohibited during the work hours. The signs to serve as advance notices, will be furnished by the Public Works Department at no cost to the contractor. Removal of vehicles in the way of the contractor's operation can be coordinated with the City's Public Works Department.

5. **PRESERVATION OF PROPERTY**

It shall be the contractor's responsibility to ensure that the surrounding property is maintained undamaged. Any damage resulting from the contractors operation shall be repaired to its original condition by the contractor at no additional cost to the City.

6. **HAZARDOUS MATERIALS AND CHEMICALS**

The contractor shall not use any materials or chemicals which may be a physical or health hazard without receiving prior written approval from the City Engineer. Along with the written request for approval, the contractor shall submit the manufacturer's specifications, a Materials Safety Data Sheet (MSDS) and any required Environmental Protection Agency information on usage and handling.

7. SUPERVISION AND CONSTRUCTION PROCEDURES

- a. It is the contractor's responsibility to completely supervise and direct the work and workforce, using his best skill and attention. He shall be solely responsible for all construction and means, techniques, sequence and procedure and the coordination of all portions of the project.
- b. The contractor shall be solely responsible for any and all damage that may occur to any party, by reason of taking down or removing material to and from the premises, the opening or blocking of streets, providing proper lights, guards, barriers, etc. that could prevent damage to property, injury to any person and/or animal.
- c. The contractor shall be responsible for all damages to other work caused by his work or through the neglect of his workmen. All patching and repairing of damage work shall be done by the contractor as directed by the City Engineer, but the cost shall be paid by the contractor who is responsible for the damage.

8. SUB-CONTRACTING

The contractor shall not sub-contract part of this work to another contractor without the written consent from the contracting officer.

9. TYPE OF WORK

Examples of the type of work required are:

- a. Cleaning of storm drain inlets, manholes, and conduits shall be done from the invert to the crown with a mobile high powered vacuum. It is intended that the inlets, once the liquid has been removed, will be cleaned of all dirt/silt and debris. Hand cleaning will be required only when debris is encountered that is too large and/or too compacted to be vacuumed. Successful inlet cleaning will leave no dirt/silt or debris/trash in the bottom of the inlet.
- b. Storm drain pipe cleaning will consist of power flushing, with pressurized water, the full diameter of the pipe for a specified length. Pipe diameters will range from 12" to 64". High pressure rodding is one known example of accomplishing storm drain cleaning. Alternative methods will be considered, but will require approval of the City Engineer.
- c. Cleaning of oil/grit separators shall begin with the removal of all liquids which shall be pumped into a county approved tank truck, suitable for transporting liquids. Once the liquids have been removed, the solids shall be removed.
- d. Inspection using closed circuit video equipment will be used to record conditions within various size pipe, inlets, manholes, culverts and any storm drain related structure. A complete written report of the inspection results shall be included.
- e. Contractor shall measure and provide the City the amount of debris (by weight or volume) collected from storm inlets.

- f. The contractor shall dispose of all debris, liquid, and trash removed from inlets and oil/grit separators, at an authorized permitted disposal site.
- g. A good faith effort shall be made to locate, navigate and note deviation from plans on all City storm drain systems.

10. **WORKING HOURS**

The normal working hours will be from 8:00 a.m. to 4:00 p.m. Monday through Friday, unless otherwise authorized by the City Engineer in writing. The work must be scheduled on a regular basis by the contractor with at least seventy-two (72) hours notice given in advance to the City Engineer prior to the commencement of any work. Crew shall inform the City of the location and direction of the intended work at the beginning of each day.

11. **CITY RESPONSIBILITIES**

City responsibilities under the contract are as follows:

- a. To assist the contractor in obtaining necessary permission to enter upon any public and private lands required for the contractor to perform the work described herein. This includes obtaining private property entry release forms from affected citizens.
- b. To furnish the contractor a project work plan showing the approximate locations of the areas requiring inlet cleaning and pipe flushing. A list of inlets and conduit for each sub basin will also be provided. The plans and listing will be provided based on our GIS database.

12. **CONTRACTOR RESPONSIBILITIES**

The contractor's responsibilities under the contract are as follows:

- a. To comply with any and all applicable Federal, State, County and Local statutes, laws, regulations and ordinances pertaining to environmental, highway, and occupational safety.
- b. To provide any land access and egress not furnished by the City that the contractor deems necessary for contract work, for storage materials or equipment, at no additional expense to the City. The contractor shall confine his apparatus and storage to such additional areas as he may provide at his own expense and at his own risk.
- c. To not enter upon private property for any purpose without obtaining written permission and appropriate releases from the property owner. The standard release/permission from the property owners shall be obtained by the City.
- d. To provide daily written reports with diagrams. When there are deviations from City's plans or list, an accurate diagram and description shall be provided to the City.

- e. To conduct the work, at all times, so as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property.

13. UTILITIES

The contractor is responsible for notifying MISS UTILITY by calling 1-800-257-7777 in advance of work in the vicinity of existing facilities. In addition, the contractor shall verify to their own satisfaction by testpit or other means the actual location of existing utilities prior to work in their vicinity.

Should the contractor, in the course of their operations encounter any underground and/or underwater utilities, the presence of which was not previously known, or of a different type than shown, he shall immediately notify the City Engineer or representative and the utility or public or private owners at no additional cost or expense to the City.

Damages caused to utilities and other public or private properties or structures, either directly or indirectly by the contractor, shall be repaired and the properties or structures returned to their original condition to the satisfaction of the City Engineer or representative of the utility or public or private owners at no additional cost or expense to the City.

14. PROTECTION

The contractor will be required to provide protection as follows:

- a. Protect property pipes, stones and monuments, storm drainage structures and facilities.
- b. Protect other structures and existing improvements and facilities from damage, repair and/or replacement, if required, shall be by the contractor at no cost to the City.
- c. The contractor shall preserve and maintain in proper position and condition, all right-of-way and other delineation, hubs, stakes, markers, signs, guardrails and fences. If any of the above is disturbed by the contractor's employees or equipment, or by his neglect to provide protection, those so disturbed shall be reset by the contractor at his expense. Written permission must be obtained to replace the damaged items at no cost to the City.

15. ENVIRONMENTAL PROTECTION

The contractor shall comply with all Federal, State, County, and Local regulations and ordinances pertaining to environmental protection and conduct operations as may be necessary to avoid water, air and noise pollution as controlled by such regulations and ordinances, including prevention and control of erosion and sedimentation that results directly or indirectly from the project work. All contract work, clean-up and the condition of the adjacent terrain, upon completion of the contract work shall comply with all applicable regulations and laws concerning the preservation of natural resources.

16. CLEAN UP

The contractor shall remove all oil, grease, trash, scrap, debris and any materials that are unsightly from the work locations the same day. No items shall be left or discarded on public or private property. Items that are to be disposed shall be removed to an authorized, permitted disposal site, including the disposal of human waste in special facilities and sites designated for such disposal. Liquid waste, removed from oil/grit separators, will be disposed of at an approved sanitary discharge site.

17. METHOD OF PAYMENT

- a. Inlet cleaning: clean inlets shall be noted by designated number on report submittals. The cleaning of inlets shall be invoiced on a linear foot basis as determined by the measurement of the inlet opening along the roadway's edges. All measurements based on GIS or done by contractor are subject to verification by the City Engineer.
- b. Oil/grit separators cleaning: The removal of liquids from the separators shall be invoiced on a per gallon basis, the amount of which shall be determined by a metered ticket or an alternate method that is approved by the City Engineer. The removal of the solids shall be invoiced on a cubic yard basis as determined by measurement of the volume of solids remaining in the inlet once the liquids are removed.
- c. Storm drain pipe cleaning: The cleaning of all storm drain pipes shall be invoiced at the unit price per linear foot of pipe as noted on the schedule of prices.
- d. Video inspection of storm drain pipes will be measured for payment by the actual linear foot of pipe televised ranging in size from 12 inch to 64 inch or larger. Payment will be made for the quantity measured at the unit price per linear foot for the appropriate size outlined on the schedule of prices. Cost shall include records and logs, monitoring and viewing, and the production of digital images (CD's, etc.) Upon acceptance, the recordings will become the property of the City of Takoma Park. Acceptance criteria include clear video and audio on the recording as well as a complete explanation of findings clearly provided.
- e. In cases where the City Engineer or his designee contacts the contractor requesting emergency work for pipe cleaning, the method of invoicing shall be based on a per hour basis for a 3 person work crew which shall include one (1) working supervisor, and two (2) general laborers and all equipment necessary for cleaning. For emergency inlet cleaning, the method of invoicing shall be based on a per hour rate for a 2 person crew and all necessary equipment.
- f. Prices and payments shall constitute full compensation for the cleaning and removal of all debris, trash and liquids removed from storm drain inlets, including oil/grit separators. Unit prices include all labor, equipment, materials, water supply necessary to clean pipes and inlets, transportation and disposal cost necessary to complete the item, accepted and in operating condition. Each invoice shall include the following:

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- (1) Location of work and name of site including proper identification of catch basins - inlets and representation by graphical illustration and plan view. List of inlets and conduits shall also be provided.
- (2) Date work was performed or period of time covered.
- (3) Number of units of service performed multiplied by the unit bid price with the extended dollar amount.
- (4) Grand total of all extended dollar amounts (total amount payable, less any discounts).

Partial performance is not acceptable. The City will, however, make deductions for incomplete work from the contractor's invoices.

SCOPE OF WORK

1. GENERAL INFORMATION

The proposed work includes cleaning of storm drains and inlets, from the invert to the crown with a mobile high powered vacuum. It is intended that the inlets, once the liquid has been removed, will be cleaned of all dirt/silt and debris. Hand cleaning will be required only when debris is encountered that is too large and/or too tightly compacted to be vacuumed. Successful inlet cleaning will leave no dirt/silt or debris/trash in the bottom of the inlet. Heavy cleaning as described in Section 2b(2) of Scope of Work may be employed as an alternative to hand cleaning.

The City of Takoma Park is approximately two square miles in area located in Montgomery County. The elements of the storm drain system within Takoma Park are summarized as follows:

- the system consists of approximately 45,000 linear feet of storm drain and about 800 inlets;
- the drain pipes are between 8 inches and 72 inches in diameter and are mostly concrete pipes;
- all of the drainage within Takoma Park flows to Sligo Creek either directly or by way of two tributaries to Sligo Creek, Long Branch and Takoma Branch.
- the existing storm drain system is in relatively good condition. The majority of the newer, reinforced concrete pipes appear to be in good to very good condition; the older square or rectangular tunnels are still functioning and are in fair to good condition;
- the major observed deficiencies in the system are the off-site pipe joints; clogged inlets, catch basins, and headwall pipes. Previous storm drain cleaning and video inspections in Takoma Park indicate that the maximum depth of the stormdrain is approximately 15 ft. with majority on the order of 6 ft.

The location of the work is within City limits in the City of Takoma Park.

2. DESCRIPTION OF WORK

a. LIGHT CLEANING

- (1) Light cleaning is defined as cleaning using high pressure water jetting equipment, balls, scooters, brushes, swabs, and power rodding equipment required for the removal of small amounts of debris or light root growth. The use of sewer scooters in sewers 18 inches or more shall be considered heavy cleaning.
- (2) The contractor shall provide all cleaning equipment necessary for the proper high velocity water jetting, rodding, bucketing, brushing and flushing of the sewers and manholes associated with light cleaning of the sewers.
- (3) Light cleaning using hydraulic jet cleaning equipment shall be used in all sewers where applicable.
- (4) A maximum of three passes of the hydraulic jet or other light cleaning equipment to attain required results for video inspection shall be required for light cleaning.

b. **HEAVY CLEANING**

- (1) Sewer reaches having debris that cannot be acceptably removed by a maximum of three passes of light cleaning equipment shall be classified as requiring heavy cleaning.
- (2) Heavy cleaning shall be defined as cleaning requiring the use of mechanical cleaning equipment (i.e., porcupines, cutters, buckets, augers, scrapers, etc.) or otherwise to remove large size stone, brick, heavy root growth, or heavy debris deposits beyond the capability of the light cleaning procedures and equipment described above. The use of sewer scooters in sewers 18 inches or more in diameter shall be considered heavy cleaning.
- (3) The contractor shall provide all equipment required to perform heavy sewer cleaning.
- (4) The contract upper limit is based on the assumption that heavy cleaning will be required in no more than 10 percent of the sewers to be inspected. The CONTRACTOR shall notify the CITY ENGINEER immediately if conditions are found that require heavy cleaning to be performed.

GENERAL CONDITIONS

The general conditions set out below shall apply to all formal bid solicitations for the City of Takoma Park, Maryland. Bidders are responsible for informing themselves of these requirements prior to submission of bids. Failure to do so will be at the bidders own risk, and pleas of error for ignorance shall not be honored. Bidders requiring additional information about the general conditions set forth below should consult the City Engineer at 301-891-7620 or Director at 301-891-7615.

1. Receipt Of Proposals

- a. If received after the time specified for public bid opening, formal bid amendments thereto, or requests for withdrawal of bids will not be considered.
- b. Properly marked bids received prior to the specified time of public bid opening will be securely kept unopened, in the Department of Public Works. The City Engineer or duly appointed representative will determine when the specified time has arrived and, with the following exception, no bid shall be received thereafter. Should a bid arrive by mail after the designated opening time, but before award is made, and the City Engineer is satisfied that the non arrival was solely due to delay in the mail beyond the bidder's responsibility, it shall be received and considered.
- c. No liability shall attach to the City or appointed City representative(s) for the premature opening of an improperly addressed or identified bid.
- d. Unless specifically authorized, telegraphic bids will not be considered. Modifications by telegram of previously submitted bids will be effective if received prior to bid opening.

2. BID OPENING

- a. See Invitation To Bid.
- b. Unless otherwise specified by the City, all formal bids submitted shall be binding for City acceptance for ninety (90) days from the date of the bid opening.

3. AWARD OR REJECTION OF PROPOSALS

- a.. Contracts shall be awarded to a responsive and responsible bidder. Bidders may restrict bids to consideration in aggregate by specifically stating the same in writing on the bid form. Bidders should, however, give unit prices where requested. Failure to do so may constitute informality. Unless otherwise specified, the City reserves the right to: (1) award in part or in whole, (2) reject any or all bids, (3) to waive any information in bids, and (4) award so as to best serve the interest of the City. The City also reserves the right to reject the proposal of a bidder who, investigation shows is not in a position to perform the contract.
- b. The bidder must supply all information required by the Invitation to Bid, instructions to bidders, specifications, and bid forms. Failure to fill all blanks may result in disqualification of the bid.
- c. A written notice of award (or acceptance of bid) shall be provided to the successful bidder within the specified acceptance period. It may be in the form of a letter or a purchase order, either of which shall be deemed a binding contract without further action by either party. If a formal contract is required, it shall be written and issued for execution.

4. QUOTATION

- a. Bid prices must be net, including transportation and handling charges fully prepaid by the contractor to destination and subject only to cash discount for prompt payment of invoices.
- b. Prices bid shall not include federal, state or local taxes. The City's (Maryland) State Tax Exempt Number is 300123-5, however; contractor/vendors are not agents and /or employees of Takoma Park. Therefore, contractors/vendors, shall pay all applicable taxes that may arise while attempting to obtain goods, services, and /or any other merchandise for this RFP/Bid.
- c. When an error is made in computing the extension of total price(s), the unit price(s) will govern.
- d. Specific requirements as to bid bonds shall be incorporated in individual bid specifications, if required. Although performance bonds may be directly addressed in the specifications, the City reserves the right to require a performance bond as it deems may be in the City's best interest to do so at time of award.

5. STANDARDS OF QUALITY: 'EQUAL CLAUSE'

Any catalog, brand name, or manufacturer's reference used in a bid invitation is descriptive, not restrictive, and shall be deemed to indicate "or approved equal" whether or not so stated. Bids on brands of like nature and quality will be considered provided the bidder submits a complete description of same, and notes the variations from the specified brand in sufficient detail to enable the City to judge whether or not all requirements of the bid are met. Otherwise, it shall be understood that the specified brand will be furnished.

6. PURCHASER RIGHTS OF SELECTION

The City reserves the right to accept proposals in items or as a whole, or at its discretion, reject any and all proposals and re-advertise. The City of Takoma Park, Maryland reserves the right to increase or decrease the estimated quantities. The purchaser reserves the right to reject any and all proposals which comply with these specifications, or to accept a higher bid which complies, provided that, in the judgment of the purchaser, the items offered under the higher bid have additional values or functions which justify the difference in price.

7. BIDDING AND PAYMENT

Invoices must be submitted in duplicate. Original and one copy shall be forwarded to the City of Takoma Park, Maryland. Payment will be made only upon final acceptance by the City of Takoma Park. Partial shipments/installations will be accepted but invoices will not be approved for payment until all articles, on any given purchase order, are delivered and accepted. Payment cannot be arranged until twenty (20) days after complete delivery of items on a given order. In submitting bids under these specifications, bidders should take into account all discounts, both trade and time, allowed in accordance with the above payment policy.

8. RESERVATIONS AND ANNULMENTS

The right is reserved by the City to reject bids for any and all of the items, and/or to waive technical defects if in its judgment the interest of the City shall so require.

The City also reserves the right to annul any contract, if in its opinion there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon the City

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materials, products and /or workmanship inferior to that required by the contract, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of the City to damages for the breach of any covenant of the contract by the contractor.

Should the Contractor fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond his control, including but not limited to an Act of God, War, Flood, Government Restrictions and inability to obtain transportation, the City reserves the right to purchase the required articles from the open market, or to complete the required work at the expense of the contractor, and to withhold all money that may be due or become due and apply the same to any incurred expenses to the City that may be consequent to the contractors' failure.

Should the Contractor be prevented from furnishing any item or items, or from completing the required work included in this contract, by reason of such failures caused by circumstances beyond his control, including but not limited to an Act of God, War, Flood, Governmental Action, and inability to obtain transportation, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby.

9. SUB-CONTRACTORS

The contractor shall give his personal attention constantly to the faithful execution of this contract, shall keep the same under his control, and shall not assign by power of attorney or otherwise, sublet the work or any part thereof without the previous consent of the City Engineer in writing of the name of such sub-contractor he intends employing, the portion of the material to be furnished, his place of business, and such other information as may be required.

The contractor shall not legally or equitably assign any of the monies payable under the contract, or its claim thereto, unless by and with like consent of the City Manager.

10. COMPLIANCE WITH SPECIFICATIONS

The contractor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications, as decided by the city administrator and as described hereinafter.

11. RESPONSIBILITY FOR SUPPLIES TENDERED

The contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, and the contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection. Upon failure to do so within ten (10) days after date of notification, the City may return the rejected materials or supplies to the contractor at his risk and expense.

12. INSPECTIONS

Inspection and acceptance of materials or supplies will be made after delivery at destination herein specified unless otherwise stated. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance for rejection or the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the City for such materials or supplies are not in accordance with specifications.

13. CONTRACTOR'S CERTIFICATION OF NON -INVOLVEMENT IN THE NUCLEAR WEAPONS INDUSTRY

In order to comply with all provisions of the Invitation, Bidder shall fulfill requirements of section 6 of Takoma Park Ordinance No. 2703, Takoma Park Nuclear Free Zone Act, by furnishing, as an attachment with the bid, a notarized original of the City's contractor's certification of **non-involvement** in the nuclear weapons industry (rev. 6/84;8/84).

14. LIVING WAGE REQUIREMENT

This contract is subject to the living wage requirements of *Takoma Park Code* sections 7.08.180 - 7.08.240. Every City of Takoma Park contract for the provision of services, awarded after a competitive bid or proposal process, must require the contractor and any subcontractor to pay each employee assigned to perform services under the City contract a living wage, subject to exemptions from coverage for particular contractors set forth in 7.08.190 and for particular employees set forth in 7.08.210.F.

If any federal, state, or City law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.

A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirement under the City's living wage law.

Each contractor and subcontractor subject to the living wage requirement ("covered employer") must conspicuously post notice of the required City living wage rate, in English and Spanish, on such form as is provided by the City. In addition, within 3 days of an employee's request, a covered employer must provide to such employee a written statement, in English and Spanish, on such form as is provided by the City, of the then required living wage rate.

A covered employer must comply with the City's living wage rate in effect at the time of the contract during the entire initial term of the contract. At the time of any subsequent renewal of the contract, the required living wage rate shall be adjusted to reflect any applicable adjustments to the living wage rate and such adjusted living wage rate shall remain in effect during the renewal term.

A covered employer must not discharge, reduce the compensation of, or otherwise retaliate against an employee for asserting any right or filing a complaint of a violation of the City's living wage requirements. The City may assess liquidated damages against a covered employer for any noncompliance with the living wage requirements at the rate of 1% per day of the total contract amount or, for an indefinite quantities or requirements contract, at the rate of 1% per day of the estimated annual contract value, for each day of the violation. This liquidated damages amount includes any unpaid wages, with interest at the judgment rate from the date originally due and less any deductions required or permitted by law.

In the event of a breach of the living wage requirements under a City contract, a covered employer must pay the City liquidated damages as set forth above, in addition to any other

remedies available to the City. The covered employer and the City acknowledge that the

damages that would result to the City due to a breach of the living wage requirements are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the City resulting from a breach of the living wage requirements by the covered employer. In addition, the contractor is jointly and severally liable for any noncompliance by a subcontractor. The covered employer further agrees that an aggrieved employee, as a third-party beneficiary of the City contract, may by civil action enforce the payment of the wages due under the City's living wage requirements and recover from the covered employer any unpaid wages with interest, reasonable attorney's fees, and damages for any retaliation for asserting any right or claim under the City's living wage law.

During the term of the City contract and for a period of 3 years after the expiration or earlier termination of the City contract, each covered employer must keep records which show the wages provided to each employee who provided services under the City contract. The City Manager, or designee, has the power to examine such records at reasonable times during normal business hours for the purpose of administering and enforcing the provisions of the City's living wage law, and to make copies of all or any part of such records.

15. BIDDER'S LIST

In an attempt to keep the prospective bidders' list current, bidders are asked to respond to all bid solicitations. If the response is a "No Bid", the bidder is requested to explain his reasons for not bidding. Failure to respond to three consecutive invitations may result in deletion from the bidder's list.

16. CONFLICT OF INTEREST

No employee of the City shall be admitted to any share or part of this contract or to any benefit that may arise wherefrom.

17. CONTRACT

The proposal, with respect to all items accepted, and all papers accompanying the same, including the schedule and continuation sheets, if any, the specifications, the Instructions to Bidders, these General Conditions and other papers and documents referred to in any of the foregoing, including lease or purchase agreements and service contracts, shall constitute the formal contract between the bidder and the City Of Takoma Park.

The foregoing conditions shall be binding on all sealed bid solicitations unless specifically deleted or amended by reference within bid documents.

18. BREACH OF CONTRACT/TERMINATION OF CONTRACT

The City has the option to deem the contractor in breach of contract for any or all of the following reasons:

- a. Violation of any of the contract terms.
- b. Criminal conduct
- c. Incompetence or negligence in carrying out the contract terms
- d. Abandonment of work due to bankruptcy

If the City determines the contractor to have breached the contract, the City shall notify the contractor by

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written notice of the determination. The City may also grant the contractor reasonable opportunity to cure the breach within fifteen (15) days.

19. **CHANGES**

The City may, at any time, by written order, make changes within the general scope of this agreement. If such changes cause an increase or decrease in the contractor's cost or time required for performance of any service under this agreement, an equitable adjustment, if applicable, shall be made and this agreement shall be modified in writing accordingly.

Any claim of the contractor for adjustment under this clause must be asserted in writing within fourteen (14) days from the date of receipt, by contractor, of the notification of change unless the City grants a further period of time before the date of final payment under this agreement.

No service for which additional compensation will be charged by the contractor shall be furnished without the written authorization of the City.

Except as otherwise specifically provided in this agreement, all disputes concerning any and all issues arising out of or touching upon this contract shall be decided by the City Engineer subject to written appeal by the Contractor within thirty (30) days to the City Manager, whose decision shall be final and conclusive upon the parties thereto. In the meantime, the Contractor shall diligently proceed with the work as directed. It is further agreed that the above procedures will be considered a condition precedent to litigation and payment.

20. **COVENANT AGAINST CONTINGENCY FEES**

The undersigned person authorized to execute this agreement on behalf of the contracting firm hereunder warrants that he or she or any member of the contracting firm has not employed or retained any representative, individual, or firm other than a bona fide employee working solely for the contracting professional or firm to solicit or secure any contracts hereunder and furthermore warrants that there has not been any payment or promise or agreement to pay anyone a fee, commission, percentage, gift or any other consideration contingent upon resulting from the award of a contract under this proposal.

21. **LIABILITY**

The contractor shall defend, identify, and save harmless the City from all suits, actions, and damages, or costs of every name and description to which the City may be subject or put by reason of injury to persons (bodily injury, including death, or any personal injury) or property damage as a result of the contractor's services, whether caused or alleged to be caused by the negligence or willingness on the part of the contractor, his servants or agents. Monies to become due the contractor under the agreement as may be considered necessary by the City shall be retained by the City until such suits or claims for damages shall show satisfactory evidence of insurance coverage with respect to such suits or claims. The contractor will be liable for damage caused by improper or illegal application of pesticides. The contractor is liable for material and cost of clean up of material applied, dumped, or improperly handled.

22. **INSURANCE**

The Contractor shall provide to the City a certificate of insurance. The certificate shall include original insurance policy or a certified copy of the original insurance policy. All policies or certificates of insurance must be issued indicating that such policy or certificates are applicable to work being performed under a specific contract with the City.

Policies and certificates of insurance must be issued prior to the contractor being able to proceed with work

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under the agreement. Policies and certificates must clearly indicate that they will remain in force for the duration of the contract.

Required insurance includes Comprehensive General Liability coverage, workmen's Compensation Insurance and Comprehensive Contract, adequate with minimum liability as follows.

<u>COVERAGE</u>	<u>LIABILITY</u>
Worker's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability	\$500,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Property Damage Liability	\$500,000 each occurrence
Except Automobile	\$500,000 aggregate
Excess Umbrella Liability	\$1,000,000 occurrence

A minimum of thirty (30) days written notification must be given by an insurer of any alteration, or cancellation affecting any certificates or policies of insurance required under this agreement.

Such required notification must be sent via Registered or Certified Mail to the address and person as indicated below:

City of Takoma Park, Maryland
Department of Public works
31 Oswego Avenue
Silver Spring, MD 20910

REFERENCE INFORMATION

This form must be completed and submitted with the bid:

1. Organization

 Contact Name/Title

 Phone Number

 Project Description

2. Organization

 Contact Name/Title

 Phone Number

 Project Description

3. Organization

 Contact Name/Title

 Phone Number

 Project Description

BID FORM
SCHEDULE OF PRICES

ITEM NO.	DESCRIPTION	UNIT	PRICE
1	Furnish all labor, equipment and material necessary to clean storm drain inlets	S.F.	\$
2	Furnish all labor, equipment and material necessary to clean oil/grit separators		
	a. Removal of liquids	Per gal.	\$
	b. Removal of solids	Wet Ton	\$
3	Furnish all labor, equipment and material necessary to clean storm drain pipes		
	a. 12" to 21" pipe	Lin. Ft. \$_____	
	b. 24" to 33" pipe	Lin. Ft. \$_____	
	c. 36" to 64" pipe	Lin. Ft. \$_____	
	d. 65" to 72" pipe	Lin. Ft. \$_____	
4	Emergency call-up for pipe cleaning work crew (3 men) Minimum charge	Hour	\$ # _____ of hours
5	Emergency call-up for inlet cleaning work crew (2 men)	Hour	\$ # _____ of hours
6	Furnish all labor, equipment and material necessary to provide video inspection as follows:		
	a. All pipe sizes	Lin. Ft.	\$
	Minimum Charge (less than 100' inspection)	Per location	\$
7.	Emergency call-up for a repair consisting of labor and equipment		

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(Per location)	Hour	\$
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Minimum Charge		\$
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OPTIONAL PRICE

8 Storm structure tops slab replacement

a.	0' - 5'	Each	\$
b.	5' - 10'	Each	\$
c.	10' - 15'	Each	\$
d.	15' - 20'	Each	\$
e.	20+	Each	\$

9. Storm structure inlet reconstruction

Walls and channel	Each	\$
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This bid shall be valid for sixty (90) days from the bid submission date.

CONTRACTOR'S CERTIFICATION OF NON-INVOLVEMENT IN THE NUCLEAR WEAPONS INDUSTRY

Bid Number:

Date:

KNOW ALL MEN BY THESE PRESENTS

1. Pursuant to the requirements of Section 6 of the Takoma Park Nuclear Free Zone Act, Ordinance No. 2703 (and any subsequent amendments), the undersigned person, firm, corporation or entity hereby certifies that he/she/it is not now engaged in the development, research, testing, evaluation, production, maintenance, storage, transportation and/or disposal of nuclear weapons or their components, or the sale of merchandise produced by companies so involved.

2. The undersigned further certifies that he/she/it will not, for so long as the above-captioned contract remains in effect, engage in the development, research, testing, evaluation, production, maintenance, storage, transportation and/or disposal of nuclear weapons or their components, or the sale of merchandise produced by companies so involved.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this
____ day of _____, 20____.

Signature

Name & Title

Date

County of
State of

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public

My commission expires:

NOTE: Failure to complete this form will cause your bid to be considered non-responsive.

Accepted on behalf of the City of Takoma Park, Maryland by:

Signature

Name & Title

Date

CONTRACTOR'S CERTIFICATION OF NON-INVOLVEMENT
IN THE NUCLEAR WEAPONS INDUSTRY

SECTION 6. Eligibility for City Contracts

The City of Takoma Park shall grant no awards or contracts for any purpose to any person, firm, corporation or entity which is knowingly or intentionally engaged in the development, research, testing, evaluation, production, maintenance, storage transportation, and/or disposal of nuclear weapons or their components. It will be the responsibility of any recipient of a city contract or award to certify by a notarized statement to City Clerk that it is not knowingly or intentionally engaged in the above defined activity. Notice of this certification shall be included in all "Requests for Proposals" issued by the City.

Date: _____

KNOW ALL MEN BY THESE PRESENTS:

1. Pursuant to the requirements of Section 6 of the Takoma Park Nuclear Zone Act, Ordinance No. 2703, the undersigned person, firm, corporation, or entity hereby certifies that he/she/it is not now engaged in the development, research, testing, evaluation, production, maintenance, storage, transportation, and/or disposal of nuclear weapons or their components, or the sale of merchandise produced by companies so involved.
2. The undersigned further certifies that he/she/it will not, for so long as the above captioned contract remains in effect, engage in the development, research, testing, evaluation, of nuclear weapons or their components, or the sale of merchandise produced by companies so involved.

IN WITNESS THEREOF, the undersigned has signed and sealed this instrument this _____
day of _____, 20_____.

Signature

Name and Title

Date

County of _____

State of _____

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public

My commission expires: _____

NOTE: Failure to complete this form will cause your bid to be considered non-responsive.

Accepted on behalf of the City of Takoma Park, Maryland by:

Signature

Name and Title

Date

LIVING WAGE REQUIREMENTS CERTIFICATION
(Takoma Park Code, section 7.08.200.B)

Business Name: _____
Address: _____
City, State, Zip Code: _____
Phone Number: _____
Fax Number: _____
E-Mail: _____

Please specify the contact name and information of the individual designated by your business to monitor your compliance with the City's living wage requirements, unless exempt under Section 7.08.190 (*see* item B below):

Contact Name: _____ Title: _____
Phone Number: _____ Fax: _____ E-Mail: _____

CHECK ALL APPROPRIATE LINES BELOW THAT APPLY IN THE EVENT THAT YOU ARE AWARDED THE CONTRACT AND BECOME A "CONTRACTOR."

A. Living Wage Requirements Compliance

_____ This Contractor as a "covered employer" will comply with the requirements of the City of Takoma Park Living Wage Law (*Takoma Park Code, Section 7.08.180 et. seq. - Ordinance No. 2007-55*). Contractor and its subcontractors will pay all employees who are not exempt from the wage requirements and who perform measurable work for the City related to any contract for services with the City, the living wage requirements in effect at the time of the City contract. The bid price submitted under this procurement solicitation includes sufficient funds to meet the living wage requirements.

B. Exemption Status (if applicable)

This Contractor is exempt from the living wage requirements because it is:

_____ A contractor who employs fewer than 10 employees when the contractor submits the bid or proposal. Contractor will continue to be exempt as long as it does not employ 10 or more employees at any time the City contract is in effect as a result of performing the contract.

_____ The total value of the contract for services (based on the bid or proposal being submitted under this procurement solicitation) is less than \$20,000.00.

_____ A public entity.

_____ A nonprofit organization that has qualified for an exemption from federal income taxes under Section 501c(3) of the Internal Revenue Code.

(continued)

_____A contractor who is prohibited from complying with the City's living wage requirements by the terms of an applicable federal or state program, contract, or grant requirement. **(Must specify the law and/or furnish a copy of the contract or grant.)**

C. Living Wage Requirements Reduction.

_____This Contractor provides health insurance to the employees who will provide services to the City under the City contract and it desires to reduce its hourly rate paid under the living wage requirements by an amount equal to, or less than, the per employee hourly cost of the employer's share of the health insurance premium. This Contractor certifies that the per employee hourly cost of the employer's share of the premium for that health insurance is \$ _____.

(Must submit supporting documentation showing the employee labor category of all employee(s) who will perform measurable work under the City contract, the hourly wage the Contractor pays for that employee labor category, the name of the health insurance provider and plan name, and the employer's share of the monthly health insurance premium.)

Contractor Certification and Signature

Contractor submits this certification in accordance with *Takoma Park Code* section 7.08.200.B. Contractor certifies, under penalties of perjury, that all of the statements and representations made in this Living Wage Requirements Certification are true and correct. Contractor and any of its subcontractors that perform services under the resultant contract with the City of Takoma Park, will comply with all applicable requirements of the City's living wage law.

Authorized corporate, partner,
member, or proprietor signature: _____
Print name: _____
Title of authorized person: _____
Date: _____

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Metropolitan Washington Council of Governments Rider Clause

USE OF CONTRACTS (S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any members utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the Contract(s).
- C. A negative reply will not adversely affect consideration of you bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardees. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required comprehensive General Liability Policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardees, the awardees may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardees.

In pricing section of contract:

BIDDERS AUTHORIZATION TO EXTEND CONTRACT:

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
_____	_____	Alexandria, Virginia	_____	_____	Maryland National Park & Planning Com.
_____	_____	Alexandria Public Schools	_____	_____	Metropolitan Washington Airports Authority
_____	_____	Arlington County, Virginia	_____	_____	Metropolitan Washington Council of Governments
_____	_____	Arlington County Public Schools	_____	_____	Montgomery College
_____	_____	Bowie, Maryland	_____	_____	Montgomery County, Maryland
_____	_____	College Park, Maryland	_____	_____	Montgomery County Public Schools
_____	_____	Culpeper County, Virginia	_____	_____	Prince George's County, Maryland
_____	_____	District of Columbia	_____	_____	Prince George's County Public Schools
_____	_____	District of Columbia Public Schools	_____	_____	Prince William County, Virginia
_____	_____	District of Columbia Water & Sewer Authority	_____	_____	Prince William County Public Schools
_____	_____	Fairfax County, Virginia	_____	_____	Prince William County Service Authority
_____	_____	Fairfax County Water Authority	_____	_____	Rockville, Maryland
_____	_____	Falls Church, Virginia	_____	_____	Stafford County, Virginia
_____	_____	Fauquier County Schools & Government, VA	_____	_____	Takoma Park, Maryland
_____	_____	Frederick, Maryland	_____	_____	Vienna, Virginia
_____	_____	Frederick County, Maryland	_____	_____	Washington Metropolitan Area Transit Authority
_____	_____	Frederick County Public Schools	_____	_____	Washington Suburban sanitary commission
_____	_____	Gaithersburg, Maryland	_____	_____	Greenbelt, Maryland
_____	_____	Herndon, Virginia	_____	_____	Loudoun County, Virginia
_____	_____	Manassas, Virginia			

****WHEN SUBMITTING YOUR BID PROPOSAL, PLEASE USE THE BIDDER QUALIFICATION AND CERTIFICATION STATEMENT AS A COVER SHEET FOR YOUR BID OR PROPOSAL.****

BIDDER QUALIFICATION AND CERTIFICATION STATEMENT

1. BIDDER QUALIFICATION. Bidder is:

- _____ a. 1) A corporation incorporated under the laws of the State of Maryland, and in good standing to do business in the State of Maryland.
- 2) A corporation incorporated under the laws of (insert jurisdiction) _____, and registered or qualified and in good standing to do business in the State of Maryland.
- 3) List corporate name and the names and titles of the corporation's directors and officers:
- _____ b. A sole proprietor doing business under his/her individual name.
Individual name:
- _____ c. A sole proprietor doing business under a trade or business name (for example, John Doe t/a Doe Masonry). List individual name and trade or business name:
- _____ d. A partnership. List type of partnership and the names of all general partners:
- _____ e. A limited liability company organized under the laws of the State of _____, and authorized to do business in the State of Maryland
- List the limited liability company name and the names of all members:
- _____ f. Other (explain):

2. BIDDER'S CERTIFICATION

The undersigned proposes to furnish and deliver all labor, supplies, material, equipment, or services in accordance with specifications and stipulations contained in the Invitation for Bids or the Request for Proposals for the prices listed on the enclosed Price Proposal Sheet and/or upon the terms and conditions set forth in the proposal.

The undersigned certifies that this bid/proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation submitting a bid/proposal for the same labor, supplies, material, equipment, or services and is, in all respects fair and without collusion or fraud. The undersigned further certifies that he/she is authorized to sign for the bidder.

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Bidder Name (print):

By:

(Signature)

(Date)

Print Name:

Title:

Business Address:

Telephone Number:

Fax:

E-Mail:

Web Site: